

**TOWN OF BOXBOROUGH
LIBRARY DIRECTOR CONTRACT**

Agreement made this (effective date), by and between the Town of Boxborough, Massachusetts (hereinafter "TOWN") and the town's Board of Library Trustees and Maureen Strapko (hereinafter "STRAPKO"). References to "employees of the Town" exclude those employed by the School Committee and union employees.

Whereas, the Board of Library Trustees wishes to secure the services of STRAPKO in the administration of the Library; and

Whereas, STRAPKO is willing to perform the duties of the position of Library Director according to the terms and conditions of this contract;

Now, therefore, the Board of Trustees and STRAPKO hereby agree that the following terms and conditions shall govern the salary and benefits payable under this contract to which STRAPKO shall be entitled as Library Director.

TERM – This contract shall be for a period of three (3) years and will commence on July 1, 2016 and end on June 30, 2019.

Unless either party provides written notice to the other of its intention to renegotiate and/or to not renew this contract no less than six (6) months prior to the end of this contract, it shall automatically be extended, on the then applicable terms and conditions, for one additional year.

APPROPRIATION – The terms of this agreement shall be subject to annual appropriation by Town Meeting.

COMPENSATION – STRAPKO shall receive a salary at the start of the term of this agreement at the annual rate of eighty thousand dollars (\$80,000) during the fiscal year 2016. Starting July 1, 2016, STRAPKO's salary will be increased to eighty-two thousand four hundred seventy-six dollars (\$82,476) during the fiscal year 2017. All salary increases shall be contingent upon a performance review of at least "meets requirements."

In addition, the TOWN agrees that it shall not at any time during this contract reduce the salary, compensation, or other benefits for STRAPKO, except to the extent that such reduction is evenly applied across-the-board for all employees of the TOWN.

KEY RESPONSIBILITIES – Key responsibilities are set forth in the Library Director job description that may be amended, as necessary, by the Board of Library Trustees. The Library Director shall perform the duties specified in her job description and such other duties as the Board of Library Trustees shall from time to time legally assign to the Library Director.

HOURS OF WORK – STRAPKO agrees to devote 40 hours per week, or more as needed, to faithfully perform the duties of Library Director under this contract. STRAPKO will devote full time attention to the business of the TOWN and will not engage in any other business during office hours, except with the approval of the Board of Library Trustees. A time card must be submitted only for weeks in which paid leave is taken. Accordingly, STRAPKO will be allowed to take reasonable amounts of time off as she shall deem appropriate during said normal office hours.

INDEMNIFICATION – The TOWN agrees to defend, save harmless and indemnify STRAPKO against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of her duties as Library Director for the Town of Boxborough, even if said claim has been made following her termination from employment, provided that the Library Director acted within the scope of her duties. The TOWN may compromise and settle any such claim or suit and will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to STRAPKO.

This section shall survive the termination of the agreement.

INSURANCE – STRAPKO shall be eligible for a health insurance policy, similar to other Town employees. The Town shall pay the same percent of premiums as it does for other Town employees, and STRAPKO shall pay the remaining percentage.

The Town shall provide a supplemental life insurance policy of \$10,000 for STRAPKO, similar to other Town employees. The Town shall pay the same percent of the premiums as it does for other Town employees and STRAPKO shall pay the remaining percentage.

The Town shall provide a long-term disability insurance policy for STRAPKO, similar to other Town employees. The Town shall pay the same percent of the premiums as it does for other Town employees and STRAPKO shall pay the remaining percentage.

The Town agrees to contribute towards the cost of such insurance programs at an amount or percentage not less than the highest applicable amount or percentage available to other employees of the Town.

VACATION, SICK & OTHER LEAVE – STRAPKO shall be entitled to five (5) weeks of vacation annually. Vacation shall accrue at the rate of 2.4 days of vacation per 5 weeks worked beginning July 1. No more than two hundred (200) hours of vacation leave may be carried forward into a new fiscal year without prior approval of the Board of Trustees. Payment for accrued vacation leave will be made upon termination, resignation, disability or death.

In addition, STRAPKO shall receive ten days of sick leave per year and any other leave granted by the TOWN in amounts not less than the highest amount available to other employees of the TOWN. Unused sick leave remaining at the expiration of this Agreement shall carry over, in accordance with TOWN policies, and be credited to STRAPKO if this Agreement is extended.

STRAPKO shall receive three (3) personal leave days each fiscal year.

STRAPKO shall receive bereavement leave, jury duty leave, military leave, court appearance leave, FMLA and Small Necessities leave under the same allowances provided for other Town employees in the Town Personnel Plan.

All other general provisions of the Town's by-laws relating to fringe benefits shall also apply to the Library Director as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Town Administrator, except as otherwise provided in this agreement.

PROFESSIONAL DEVELOPMENT – The TOWN and the Board of Library Trustees shall pay reasonable amounts for dues and attendance at professional development meetings as approved annually by the Board of Library Trustees. Travel outside of New England must be approved in advance for each occurrence. Mileage will be paid at the current IRS rate when it is necessary for the Library Director to travel to other locations.

DISCIPLINE OR DISCHARGE – During the term of this Contract, Board of Library Trustees may discipline or discharge STRAPKO only for just cause upon the majority vote of the duly elected Board of Trustees. STRAPKO shall have the right to a pre-disciplinary or pre-discharge hearing and she shall be entitled to receive written notice of the charges against her at least 14 calendar days prior to the hearing. STRAPKO shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. STRAPKO, at her own expense, shall have the right to be represented by counsel or a representative of her choosing. The principles of progressive discipline will apply, and the Board of Library Trustees recognizes its obligation to provide STRAPKO with periodic performance evaluations at least once per year.

For the purpose of discipline or discharge, the definition of just cause includes, but is not limited to, the following:


- a) Malfeasance – defined as wrongdoing or misconduct by a public official or the commission of an act that is positively unlawful.
- b) Misfeasance – defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others.
- c) Nonfeasance – defined as the failure to do what duty requires to be done.

SEVERANCE – In the event the Board of Library Trustees wishes to terminate the agreement prior to the end of the term, for other than just cause, the TOWN shall pay STRAPKO a lump sum equal to her base salary and benefits for a twelve (12) month period following termination or for the remaining term of the Contract, whichever is less.

MODIFICATION – No change or modification to this Contract shall be valid unless it shall be in writing and signed by both the parties.

NOTICES – Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addresses as follows:

TOWN: Chairperson of the Board of Trustees
427 Massachusetts Avenue
Boxborough, MA 01719

Library Director: Maureen Strapko


Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service, or the U.S. postmark on written notice.

LAW GOVERNING – This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

SEVERABILITY OF PROVISIONS – If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of the Contract shall not be affected thereby.

GENERAL PROVISIONS – The Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Library Director.

IN WITNESS WHEREON, the parties hereunto have set their hands and seals to the instrument the date and year first above written, and have executed this Agreement in duplicate.

Maureen Strapko

Maureen Strapko

Date: 6/22/16

Attest to Signature:

Elyse A. Martinec
Town Clerk Elizabeth A. Martinec

Date: June 22, 2016

Approved as to Legal Form by:

Town Counsel

Date: _____

Board of Trustees

Robert W. Thompson

Mary J. Brolin

David J. Glidden

Matthew M. Klee

Negon S. McAllister

Certified that there is appropriation in

Account 001-60.512-000 to fund this Contract.

John B. Smith

Town Accountant

Date: 6/22/16